



## General Terms and Conditions for renting an HTM Shared Bike

*These General Terms and Conditions apply to any Rental Agreement and to any Season Ticket.*

### CONTENTS

Definitions (article 1)

PART I RENTAL AGREEMENT

PART II SEASON TICKET

PART III GENERAL PROVISIONS

### 1. Definitions

|                             |   |
|-----------------------------|---|
| <b>Season Ticket</b>        | the agreement between HTM and the Renter based on which the renter acquires the non-transferable right to use an HTM Shared Bike based on availability over a certain period, for a price fixed for each agreement.   |
| <b>Activating</b>           | the action whereby the Renter registers in the App as a future Renter of Shared Bikes.  |
| <b>App</b>                  | the app made available by HTM to Customers, with which it is possible to unlock and rent a Shared Bike.   |
| <b>Shared Bike</b>          | a bicycle offered for rent by HTM to a Renter.  |
| <b>Shared Bike Location</b> | a location indicated by HTM where a Shared Bike can be rented and can be left at the end of the rental period.  |
| <b>HTM</b>                  | HTM Personenvervoer NV., Chamber of Commerce no. 27014495.  |
| <b>Renter</b>               | a natural person, not performing any professional or business activity, who has registered through the App and who is able to enter into Rental Agreements or has taken out a Season Ticket with HTM.   |
| <b>Rental Agreement</b>     | the agreement whereby the Renter rents a Shared Bike from HTM in accordance with these General Terms and Conditions and the Price List.   |
| <b>Customer</b>             | a natural person who has registered in the App for using Shared Bikes.  |
| <b>Customer Agreement</b>   | the agreement between a Customer and HTM arising because a natural person registers as a Customer in the App. The General Terms and Conditions also apply to these agreement.   |
| <b>Price List</b>           | list stating the prices for items including the Season Ticket, renting a Shared Bike, the costs in the event of loss and/or theft of any item rented from HTM, compensation, supplements, excess and suchlike. The Price List can be found on the website <a href="https://www.htm.nl/htm-fiets">https://www.htm.nl/htm-fiets</a> |
| <b>Verification Price</b>   | the price to be paid annually according to the price list when verifying personal and payment details.  |

### PART I RENTAL AGREEMENT

#### 2. Establishment of the Rental Agreement

- 2.1 A Rental Agreement is established by unlocking a Shared Bike using the App.
- 2.2 If the Renter is renting several Shared Bikes simultaneously, he/she is permitted to allow third parties to use one or more Shared Bikes. The Renter is fully liable toward HTM for compliance with the obligations based on the Rental Agreement, and any other agreement for additional Shared Bikes rented.
- 2.3 If one or more provisions in these Terms and Conditions of Purchase are void, or become void, the remaining provisions remain in force undiminished. In that case, HTM and the Renter provide a new provision in mutual consultation for replacing the void or voided provision, with the purpose and intent of the original provision being observed much as possible.

### **3. Duration and termination of the Rental Agreement**

- 3.1 The Rental Agreement is entered into for a maximum period of seventy-two (72) hours and ends when the Renter locks the Shared Bike at a HTM Bike Dropzone
- 3.2 If the Renter or a third party fails to return the Shared Bike within 21 days following issuance, the maximum value of the applicable purchase value of the Shared Bike is charged to the Renter. The Renter also owes the rental price and supplements as long as this amount remains unpaid.
- 3.3 The provisions in the first sentence of paragraph 2 do not apply in the event of a force-majeure situation – to be assessed by HTM – whereby the Renter is unable to return the Shared Bike on time, and the Renter has reported this to HTM prior to the Rental Agreement ending.

### **4. Obligations of HTM**

- 4.1 HTM sees to the following:
  - a. The Renter is provided with a Shared Bike that is in a proper condition and safe to ride, complies with legal requirements and is equipped with the means necessary for the Renter to protect the bicycle against theft. The Customer must verify whether the Shared Bike to be rented is in a proper condition prior to commencing the Rental Agreement.
  - b. If and insofar as HTM uses third parties for leasing the Shared Bikes, it enables these third parties to observe HTM's obligations based on the Rental Agreement.
- 4.2 HTM must make as many Shared Bikes available as can reasonably be expected in order to meet Renters' demands. HTM is not obliged to have a Shared Bike available for all Renters at all times.
- 4.3 If and insofar as HTM uses third parties, it must enable these third parties to observe HTM's obligations based on the Season Ticket.
- 4.4 HTM is not liable for damage to the Renter arising due to the fact that no Shared Bike is available (temporarily or otherwise) at a particular location.
- 4.5 The Renter indemnifies HTM against third-party claims due to the fact that no Shared Bike is available (temporarily or otherwise) at a particular location.

### **5. Obligations of the Renter**

- 5.1 Prior to use, the Renter performs a visual inspection of the Shared Bike and must report any perceptible defects to HTM immediately using the App or Customer Service 0900-4862453.
- 5.2 The Renter uses the Shared Bike with care, as should be expected from a good renter. When parking, the Renter must always secure the Shared Bike with the lock provided.
- 5.3 The Renter is obliged to park the Shared Bike in a drop zone upon termination of the rental. If the Renter parks the Shared Bike at a location other than a drop zone upon termination of the rental, he will owe HTM a compensation of € 35.00 as a contribution for the costs of moving the Bicycle to a drop zone.
- 5.4 The Renter does not make any alterations to the Shared Bike.
- 5.5 The Renter must not transport other persons on the Shared Bike.
- 5.6 The Renter must behave as a good renter, which is understood to mean – although not limited to – the Renter acting in accordance with applicable legislation and regulations, only using the Shared Bike on public (paved) highways and refraining from hazardous behaviour.
- 5.7 From the moment a Rental Agreement arises through the App, the Renter is obliged to pay rental amounts as stated in the Price List.
- 5.8 The Renter is liable for the consequences of unauthorised use of the personal account in the App, provided the account has not been deleted by the Renter or blocked at the Renter's request.
- 5.9 The Renter indemnifies HTM against third-party claims based on damage due to the Renter not complying with the General Terms and Conditions.

### **6. Damage to and repairing the Shared Bike**

- 6.1 Repairs to the Shared Bike are at HTM's expense, unless these are necessary as a consequence of the Renter or persons for who the Renter is responsible using the Shared Bike without due care. If HTM wishes to charge the Renter for repair costs resulting from use without due care,

HTM can only proceed to collect the sums owed four weeks after it has informed the Renter in writing of the amount and nature of the damage. If the Renter objects to the sum of the amount owed within the stated four-week period, this gives rise to a dispute and HTM is unable to proceed to collect the amounts due.

- 6.2 The Renter is not permitted to perform repairs to the Shared Bike – or have these performed – unless HTM has granted permission to do so in writing. HTM is only required to grant this permission if reasonably necessary, given the nature of the defect and the circumstances of the case. If HTM has granted permission, the Renter can claim the costs incurred for this from HTM, by presenting an official invoice for this and provided these were reasonable.
- 6.3 The Renter is not permitted to repair the Shared Bike unless HTM has given permission to do so. This permission only be given if this is reasonably necessary, taken in account the circumstances. If HTM has given permission, the Renter may claim the costs of repair with HTM under submission of the invoice and only if these costs are reasonable.
- 6.4 Even if damage arises to the Shared Bike during the rental period, the Renter must return the damaged Shared Bike to a lease location, unless other arrangements have been made in this regard after the damage has been reported.
- 6.5 The Renter must report damage to the Shared Bike as soon as possible using the App.
- 6.6 HTM is obliged to compensate for damage arising due to a defect with the Shared Bike, if the defect arose after entering into the Rental Agreement and is attributable to HTM, as well as if the defect was present when entering into the Rental Agreement and HTM was or should have been aware of this, or informed the Renter at that time that the Shared Bike did not have the defect.

## **7. Loss or theft**

- 7.1 The Renter must report any loss or theft of a Shared Bike to HTM as soon as reasonably possible using the App or the Customer Service 0900-4862453. HTM will keep the Renter informed about the progress.
- 7.2 During the Shared Bike rental, the Renter is liable for damage arising due to loss or theft of the Shared Bike, as well as for a maximum amount of the purchase value of the Shared Bike applicable at that time.

## **PART II SEASON TICKET**

### **8. Offer of a Season Ticket**

- 8.1 The offer of a Season Ticket always contains the following information:
  - a. The Verification Price and the payment method.
  - b. The Price List with the other prices.
  - c. The duration of the Season Ticket.
  - d. The conditions and periods for cancelling the Season Ticket.
  - e. These General Terms and Conditions.
- 8.2 The offer for a Season Ticket furthermore contains information on renting a Shared Bike that is important for the Renter to be able to decide whether or not he/she wishes to enter into a season-ticket obligation.
- 8.3 This must always include, without being limited to, the following:
  - a. The locations where Shared Bikes can be rented and, insofar as reasonably necessary, the current opening times for each location.
  - b. The season-ticket price and the payment method.

### **9. Establishing the Season Ticket**

- 9.1 A Renter orders the Season Ticket using the App.
- 9.2 The Season Ticket is established at the moment the Renter has paid the price for the first season-ticket period, and has received email confirmation from HTM that his/her Season Ticket has commenced.

## **10. Establishing a Rental Agreement based on a Season Ticket**

- 10.1 A Rental Agreement is established whenever the Season-Ticket holder unlocks a Shared Bike using the App.
- 10.2 All of the provisions from Part I of these General Terms and Conditions apply to that Rental Agreement.

## **11. Duration and termination of the Season Ticket**

- 11.1 The Season Ticket is entered into for a one-month period or a one-year period.
- 11.2 HTM is entitled to cancel the Season Ticket with a seven-day notice period, with the right to a reimbursement of a proportionate share of the season-ticket fee paid. In the event of failures on the part of the Renter, HTM may cancel the Season Ticket without any right to a reimbursement of season-ticket money already paid.
- 11.3 Without prejudice to the provisions in article 16 paragraph 2, the Renter may terminate the Season Ticket in the interim if the General Terms and Conditions are amended. In the event of such an amendment, the Renter must cancel the Season Ticket using the App. Cancellation must have been performed within two months after the amended conditions were announced. Following cancellation, HTM shall provide a reimbursement of a proportionate share of the Season-Ticket price.
- 11.4 For further information on terminating a Season Ticket in the event of death, please contact the HTM Customer Services department 0900-4862453.

## **PART III GENERAL PROVISIONS**

### **12. Data and communication**

- 12.1 The Renter is at all times responsible for the accuracy of the data he/she provides to HTM. The Renter him/herself must make changes to data, such as changing an email address, using the App.
- 12.2 The Renter is obliged to keep pin codes and/or passwords provided to him/her secret.
- 12.3 HTM does not forward any of the Renter's personal and/or travel data to others if this is contrary to the General Data Protection Regulation ("GDPR").
- 12.4 When registering, the Renter must indicate whether he/she grants permission for his/her personal data to be used by HTM or by other companies belonging to the HTM group for advertising purposes.
- 12.5 When executing the Rental Agreement, HTM is obliged to comply with applicable regulations relating to privacy, including the GDPR, and if necessary to conclude a processor agreements with processors, taking Renters' rights into account. In connection with their rights based on the GDPR, Renters can contact HTM's Data-Protection Officer ([gegevensbescherming@htm.nl](mailto:gegevensbescherming@htm.nl)).

### **13. Payment and billing**

- 13.1 The Renter is obliged to transfer a minimal amount in the digital wallet in the App. Only if the balance is sufficient, the Renter may rent a Bike. Amounts due will be booked off from the balance.
- 13.2 If the rental amount is larger than the balance in the wallet, a negative balance will be the result. The Renter has to supplement a sufficient amount in order to make the balance zero or positive.
- 13.3 Parties agree that the administration of HTM in the App and the backoffice provides compelling evidence of each party's obligations.

### **14. Late payment**

- 14.1 If HTM is unable to collect the amount owed from the Renter, HTM will send a payment reminder.
- 14.2 If the renter fails to pay the amount owed within 14 days following receipt of the payment reminder at the latest, the Renter is in default. From that moment, the Renter owes the legal

interest for each calendar month the payment is still due. The Renter furthermore owes the reasonable costs HTM incurs for obtaining payment out of court, as stipulated in article 96 paragraph 2 of the Dutch Civil Code, Book 6.

- 14.3 In the period in which the Renter has still not met the payment obligation toward HTM in full, the Renter is not permitted to use the Season Ticket or to rent a Shared Bike outside the Season Ticket. HTM shall in that case block access to the Shared Bikes.
- 14.4 If the Renter fails to pay the amounts he/she owes on time, HTM is entitled to block and/or terminate the Season Ticket and/or access to the Shared Bikes with immediate effect.

## 15. Liability

- 15.1 HTM is liable up to a maximum of €1,000,000.00 (one million euros) for each event, for direct damage to and/or of the Renter due to or in connection to using the Shared Bike, unless:
  - a. The defect causing the damage cannot be attributed to HTM;
  - b. The damage arose due an infringement (traffic or otherwise), intent or deliberate recklessness by the Renter and/or a third party to whom the renter had given use of a Shared Bike; or
  - c. The damage arose due to a situation that, based on these General Terms and Conditions, is on account of and at the risk of the Renter.
- 15.2 HTM is not liable for any consequential damage resulting from the fact the renter was unable to use a Shared Bike (temporarily or otherwise). However, if such a situation arises, the Renter does not owe any rental price for the rental period in question unless in the case of a situation as described in paragraph 1 under a, b and/or c.
- 15.3 The Renter is liable for all fines in connection with using or parking the bicycle (such as parking infringements) imposed on HTM and established to have been caused by the Renter's actions or negligence, contrary to applicable regulations.
- 15.4 If, as a result of leaving the bicycle incorrectly, HTM must collect it, the Renter is liable toward HTM for the costs for collecting the bicycle, which are stated in the Price List on the website <https://www.htm.nl/htm-fiets>. Any parking costs incurred by HTM are in that case charged to the Renter.
- 15.5 The Renter indemnifies HTM against third-party claims based on damage as intended in paragraph 1 under a, b and c.

## 16. Non-compliance with an agreement

- 16.1 If one of the parties fails to observe an obligation based on one of the agreements, the other party may suspend compliance with the correlating obligation based on the agreement concerned. In the event of partial or improper compliance, suspension is only permitted insofar as the failure justifies this.
- 16.2 Both the Renter and HTM are entitled to terminate the Season Ticket and/or access to the Shared Bike if the other party fails to observe its obligations based on the Rental Agreement repeatedly and/or to a severe extent.

## 17. Complaints

- 17.1 Contractor Complaints concerning the execution of the agreement(s) must be submitted using the App, described in full and clearly. Complaints submitted within two months are on time. HTM responds to complaints submitted in writing within four weeks, or HTM notifies the Renter of the reasonable period for responding. This notification may also entail requesting for further information and the presentation of further evidence, which HTM deems necessary for responding to the complaint. If the parties fail to reach a consensus on resolving the complaint in mutual consultation, a dispute arises.

## 18. Dispute settlement

- 18.1 Disputes between the Renter and HTM concerning the establishment or execution of agreements relating to services delivered or to be delivered by HTM can be presented both by the Renter and by HTM before the General Disputes Committee], Bordewijklaan 46, Postbus

90600, 2509 LP The Hague (<https://www.degeschillencommissie.nl/over-ons/commissies/algemeen/>).

- 18.2 A dispute is only handled by the Disputes Committee if the Renter has first submitted his/her complaint to HTM in accordance with article 17, and this has not resulted in a solution satisfying both parties.
- 18.3 After the complaint has been submitted to HTM, it must be presented before the Disputes Committee 12 months after the event leading to the complaint at the latest.
- 18.4 If the Renter presents a dispute to the Disputes Committee, HTM is bound by this decision. If HTM wishes to present a dispute before the Disputes Committee, it must ask the Renter to declare within six weeks whether he/she agrees with this. HTM must furthermore announce that after the aforementioned period has expired, it deems itself at liberty to present the dispute before the courts.
- 18.5 The Disputes Committee makes a decision in accordance with the provisions of the regulations. The Disputes Committee makes decisions by virtue of the regulations by way of binding advice. The regulations is sent free of charge upon request. A payment is owed for handling a dispute.
- 18.6 Only the courts or the aforementioned Disputes Committee are competent to hear disputes.

## **19. Amendments**

- 19.1 HTM reserves the right to amend the Price List. HTM announces amendments at least two weeks prior these taking effect, through the App.
- 19.2 HTM announces amendments to prices and to these General Terms and Conditions at least two weeks prior these taking effect using the App.

## **20. Applicable law and choice of court**

- 20.1 The Customer Agreement, Rental Agreement and the Season Ticket are subject to Dutch law.
- 20.2 Disputes resulting from the Agreement, that have not been presented to the Disputes Committee for settlement, are presented to the competent judge in The Hague.